

# **Mobility Engineering Warranty Policy**

#### 1- Definitions

M. E. – International management Systems Pty Ltd trading as Mobility Engineering (ACN 003 657 538) of Unit 4/45 Salisbury Road, Hornsby NSW 2177 Australia.

Purchaser – The individual, firm or company being supplied or provided with goods and/or services from M. E.

Product – The goods and/or services provided by M. E.

Manufacturer – The original company who created the product.

### 2 - Warranty Terms

M. E. warrants that, subject to the exclusions and limitations below, products supplied to the purchaser will be free from defects in material, workmanship and functionality under normal use and associated maintenance for a period of 1 year from the date of supply to the original purchaser.

The date of supply is that which is printed on the tax invoice provided with the goods and/or services.

If a defect appears in the product before the end of the warranty period and M. E. finds the product defective in materials or workmanship, M. E. will, in its sole discretion replace or repair the product or the defective part of the product incurring no fee.

Repair or replacement of a product or part will occur only on the basis that the product or part is presented to M. E and deemed defective by authorised personnel of M. E.

No defective product or defective part will be replaced or repaired without presentation of the product or part to M. E.

M. E. reserves the right to replace defective parts of the product with parts and components of similar quality, grade or composition where an identical part or component is not available.

The warranty does not cover any labour associated with the repair and/or replacement of the products, nor does it cover any element related to the installation component.

#### 3 - Exclusions

The warranty will not apply where:

The product is not presented or owned by the original purchaser

The product has been modified, repaired or the product has been incorrectly installed, maintained, serviced or used in accordance with the specifications and instructions provided by the manufacturer, including a failure to comply with the relevant maintenance schedule (where applicable)

M. E. cannot establish any fault in the product after inspection and testing by authorised personnel of M. E.

The product has been used other than for the purpose for which it was designed

The product has been subject to abnormal conditions, including but not limited to temperature, pressure, stress, load or similar

The purchaser or any other individual not approved by M. E. has used or fitted non –genuine, non – OEM or non – approved parts and/or accessories to the supplied and/or fitted product or has failed to use any required recommended parts and/or accessories

The product defect has arisen due to abuse, misuse, neglect or accident

The product has not been installed in accordance with the relevant or supplied manufacturer's instructions

The products defect is caused by use or reasonable wear and tear of the product or expendable parts.

#### 4 - Limitations

M. E. makes no warranties or representations other than those set out in this warranty.

M. E. will not be liable to the purchaser or any other person for any consequential, direct or indirect loss, damage or costs incurred or suffered by the purchaser or any other person, including but not limited to persons, other property, loss of turnover, loss of profit, loss of business or goodwill M. E. will not be liable to the purchaser or any other person for any costs associated with any testing or repair of the product or any goods to which it is fitted undertaken by a third party in relation to any defect

M. E. will not be liable for damages or defects in any product caused by improper transportation, storage or any other misuse, neglect or accident.

M.E. is not responsible for the installation of the product by any individual, party, company or firm, other than that installed by M.E. Any fault or defect due to installation must be referred to the installer. The product must be installed in accordance with the manufacturer's instructions and any relevant legislation or code.

## 5 - Warranty and Claims

Warranty claims will only be processed at M. E. premises being Unit 4/45 Salisbury Road, Hornsby NSW 2077 Australia. No claims will be assessed or considered at any other location or via any other method.

A warranty claim will only be processed by an authorised representative of M. E.

All merchandise returned which is neither shipped in error or a warranty item, will incur a 15% restocking charge. Note: All returns must include the original invoice number and the serial number. Additional charges will be incurred if the unit is not received in new condition.

A warranty claim will be considered only if the original purchaser presents the product in its original state and configuration along with the original invoice issued by M. E.

Where it is deemed that the product does not have a fault, the purchaser will be charged a fee of \$100 (excluding GST) per hour. This is subject to change without notice.